

**IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

ECKERT SEAMANS CHERIN &  
MELLOTT, LLC

*Plaintiff,*

v.

Civil Action No.: 3:20-cv-658

NEXUS SERVICES, INC.,  
1175 Peachtree Street NE, 10 Floor,  
Suite 1000, Atlanta, GA, 30361

SERVE:

INCORP SERVICES INC.  
2000 Riveredge Pkwy. NW, Ste. 885,  
Atlanta, GA, 30328

and

LIBRE BY NEXUS. INC.,  
100 Hartsfield Center Parkway,  
Suite 500, Atlanta, GA, 30354

SERVE:

INCORP SERVICES INC.  
2000 Riveredge Pkwy. NW, Ste. 885,  
Atlanta, GA, 30328

*Defendants.*

**VERIFIED COMPLAINT**

COMES NOW, Eckert Seamans Cherin & Mellott, LLC (“Plaintiff” or “Eckert Seamans”), by and through its undersigned counsel, and brings this Complaint against Nexus Services, Inc. and Libre by Nexus, Inc. (collectively, “Nexus Defendants”), and, in support thereof, states as follows:

### **NATURE OF THE CAUSE**

1. The Nexus Defendants, former clients of Eckert Seamans, breached their contract to pay \$1,439,099.32 in legal fees and costs to Plaintiff. Alternatively, the Nexus Defendants have been unjustly enriched by accepting and retaining the benefit of Eckert Seamans' legal services without making payment to Plaintiff.

### **PARTIES**

2. Plaintiff Eckert Seamans is a limited liability company organized under the laws of Pennsylvania and headquartered in Pittsburgh, Pennsylvania. Eckert Seamans is a law firm that provided legal services to the Defendants.

3. Nexus Services, Inc. is a corporation organized under the laws of Georgia with its principal place of business in Atlanta, GA.

4. Libre by Nexus, Inc. is a corporation organized under the laws of Georgia with its principal place of business in Atlanta, GA.

### **JURISDICTION AND VENUE**

5. The Nexus Defendants maintain office locations as regular and established places of business in Virginia. Defendant uses these offices and its employees to regularly and systematically conduct its business throughout the Commonwealth of Virginia.

6. The Nexus Defendants are in the business of providing immigrant bail securitization services, including throughout the Commonwealth of Virginia, including in this judicial district and division.

7. The Nexus Defendants entered into a contract with the Plaintiff relating to the provision of legal services in Virginia, including in this judicial district and division.

8. This Court has subject matter jurisdiction over the breach of contract claim pursuant to 28 U.S.C. § 1332(a)(1) (diversity jurisdiction). First, the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

9. Second, the claim is between citizens of different states. Plaintiff is a Pennsylvania limited liability company. Accordingly, the citizenship of plaintiff for purposes of diversity depends on the citizenship of all of its members. Plaintiff's members are citizens of Delaware, Massachusetts, Maryland, New Jersey, New York, Pennsylvania and Virginia. Plaintiff does not have any member who is a citizen of Georgia.

10. Prior to March 2019, the Nexus Defendants were domestic stock corporations in Virginia with their principal offices located at 113 Mill Place Parkway, Suite 103, Verona, Virginia 24482. In March 2019, the Nexus Defendants surrendered their existing charters and reincorporated in Georgia.

11. Pursuant to the Georgia Secretary of State, Corporations Division, the principal office address for Nexus Services, Inc. is 1175 Peachtree Street NE, 10 Floor, Suite 1000, Atlanta, GA 30361

12. Pursuant to the Georgia Secretary of State, Corporations Division, the principal office address for Libre by Nexus is 100 Hartsfield Center Parkway, Suite 500, Atlanta, GA 30354.

13. The Nexus Defendants have availed themselves of the privilege of doing business in Virginia, including in this judicial district and division. In addition, the Nexus Defendants have operated (and continue to operate) regular and established places of business in Virginia, including Verona, Harrisburg and Arlington. *See* <https://librebynexus.com/contact-us/> (last visited on Aug. 20, 2020).

14. This Court also has personal jurisdiction and venue over the Nexus Defendants in this action because Defendants transact business in this Commonwealth, contract to supply services in this Commonwealth, requested and received legal services from Plaintiff within the Eastern District of Virginia, Richmond Division, and breached a contract formed in this district and division, giving rise to this action. The Nexus Defendants have established minimum contacts with this forum such that the exercise of jurisdiction over the Nexus Defendants would not offend traditional notions of fair play and substantial justice. In light of the Nexus Defendants' Virginia contacts, Virginia's long-arm statute authorizes the exercise of personal jurisdiction over Defendants, and the exercise of personal jurisdiction comports with due process standards. *See* Va. Code § 8.01-328.1(A)(1) & (2).

15. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) as to the breach of contract and unjust enrichment claims, because the events giving rise to the breach claims occurred in this judicial district and division.

### **FACTS**

16. Beginning in March 2018, the Nexus Defendants requested that Eckert Seamans provide them with legal services, including but not limited to the litigation and investigations identified below in paragraph 19.

17. The parties entered into a binding, enforceable contract for Eckert Seamans to provide the Nexus Defendants certain legal representation and services.

18. The contract remained in full force and effect at all relevant times.

19. Pursuant to the contract, Eckert Seamans provided the Nexus Defendants legal services in 2018, 2019, and 2020 including but not limited to representation of the Nexus Defendants, collectively or individually in the following matters: *RLI Insurance Corp. v. Nexus*

*Services, Inc., et al.*, Case No. 5:18-CV-66 (W.D. VA.); *Commonwealth v. Nexus Services, Inc., et al.*, SCC Case No., INS 2018-00069; *Garcia-Diaz, et al., v. Libre By Nexus, Inc., et al.*, Circuit Court for the County of Rockingham, Virginia, Case No. CL19-4356; *Consumer Financial Protection Bureau v. Nexus Services, Inc., et al.*, Case No. 1:17-CV-2238 (D.D.C.). Additionally, during the period of the representation, the Nexus Defendants, collectively, or individually, requested Plaintiff provide general business advice and/or requested Plaintiff opine on strategy or other issues related to other litigation, or regulatory matters throughout the United States in which the Nexus Defendants were involved but Eckert Seamans was not counsel of record.

20. Throughout the relationship, the Nexus Defendants were highly complimentary of the legal support provided to the clients by the Eckert Seamans attorneys and staff.

21. The Nexus Defendants accepted the services provided, benefited from those services, and made payments to Eckert Seamans for fees incurred in 2018 and 2019. At no time during the representation did the Nexus Defendants complain about the quality of the services or the amount charged for the services or seek to vacate or terminate the contract.

22. Beginning in 2018 and continuing through 2020, the Nexus Defendants breached the contract by failing to remit payments for legal services due to Eckert Seamans.

23. Based upon the Nexus Defendants' repeated promises regarding their intention to make timely and complete payments to Eckert Seamans, Plaintiff continued to work on projects for the Nexus Defendants and, based upon the Nexus Defendants' request, even expanded the scope of the representation during 2019 and 2020.

24. Over and over again, Eckert Seamans attempted to work with the Nexus Defendants regarding their accounts receivable, to no avail.

25. As of the date of this filing, the Nexus Defendants have failed to pay the outstanding balance of \$1,439,099.32 for the legal services performed by Eckert Seamans.

**FIRST CLAIM FOR RELIEF**  
**(Breach of Contract)**

26. Eckert Seamans re-alleges and incorporates all previous allegations, as though fully set forth herein.

27. Eckert Seamans and the Nexus Defendants entered into a binding and valid contract.

28. Eckert Seamans fully performed under the contract.

29. The Nexus Defendants breached the contract by failing to remit payment thereunder.

30. Due to the Nexus Defendants' breach, Eckert Seamans suffered damages in the amount of \$1,439,099.32.

**SECOND CLAIM FOR RELIEF**  
**(Unjust Enrichment)**

31. Eckert Seamans re-alleges and incorporates all previous allegations, as though fully set forth herein.

32. Eckert Seamans conferred a benefit on the Nexus Defendants by providing them legal services.

33. The Nexus Defendants knew of the legal services Eckert Seamans provided them, specifically requested that Eckert Seamans provide those legal services, and consented to the provision of those legal services.

34. The Nexus Defendants knew or should have known of their obligation to pay Eckert Seamans for the legal services provided to them.

35. The Nexus Defendants accepted and retained the benefit of Eckert Seamans' legal services without paying Eckert Seamans for the value of those services in the amount of \$1,439,099.32.

36. The Nexus Defendants are liable in equity to Eckert Seamans in the amount of \$1,439,099.32, plus post judgment interest and costs pursuant to Va. Code § 17.1-601.

**WHEREFORE**, Eckert Seamans prays this Court enter judgment in its favor and against the Nexus Defendants in the amount of \$1,439,099.32, plus post judgment interest and costs as allowed by law, and such other and further relief this Court deems just and proper.

August 21, 2020

Respectfully submitted,

**ECKERT SEAMANS CHERIN & MELLOTT,  
LLC**

By: /s/ Edward J. Longosz, II

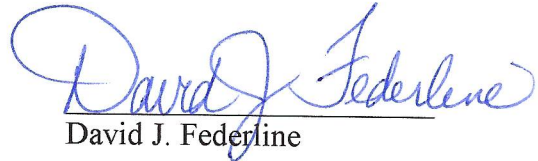
Edward J. Longosz, II, VSB# 39411  
Eckert Seamans Cherin & Mellott, LLC  
1717 Pennsylvania Ave., NW, Suite 1200  
Washington, DC 20006  
Tel: (202) 659-6619  
Fax: (202) 659-6699  
elongosz@eckertseamans.com

919 E Main St.  
Suite 1300  
Richmond, VA 23219  
Tel: (804) 788-7740  
Fax: (804) 698-2950  
elongosz@eckertseamans.com  
*Counsel for Eckert Seamans Cherin & Mellott, LLC*

**VERIFICATION**

I swear under penalty of perjury under the laws of the Commonwealth of Virginia that the factual statements in this Verified Complaint are true and correct to the best of my knowledge and belief.

Respectfully submitted and executed this 21<sup>st</sup> day of August, 2020

  
David J. Federline

Chief Financial Officer  
Eckert Seamans  
Cherin & Mellott, LLC